

TUCKER ELLIS LLP
Steven E. Lauridsen - SBN 246364
steven.lauridsen@tuckerellis.com
David J. Steele - SBN 209797
david.steele@tuckerellis.com
Howard A. Kroll – SBN 100981
howard.kroll@tuckerellis.com
Dina Roumiantseva – SBN 300576
dina.roumiantseva@tuckerellis.com
515 South Flower Street, Forty-Second Floor
Los Angeles, CA 90071
Telephone: 213.430.3400
Facsimile: 213.430.3409

Attorneys for Plaintiff,
Coachella Music Festival, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

COACHELLA MUSIC FESTIVAL, LLC, Case No. 2:24-cv-537

Plaintiff,

v.

SAFETY SHOT, INC.,

Defendant.

**COMPLAINT FOR
(1) TRADEMARK INFRINGEMENT
UNDER 15 U.S.C. § 1114; (2) FALSE
DESIGNATION OF ORIGIN UNDER
15 U.S.C. § 1125; (3) FALSE
ADVERTISING UNDER 15 U.S.C.
§ 1125; (4) VIOLATIONS OF CAL.
BUS. & PROF. CODE §§ 17200
& 17500; (5) INDUCEMENT OF
TRESPASS; (6) CONVERSION; AND
(7) TRESPASS TO CHATTELS**

1 Plaintiff Coachella Music Festival, LLC, by and through its attorneys
2 Tucker Ellis LLP, files its complaint against Defendant for injunctive relief and damages
3 as follows, with Plaintiff alleging upon actual knowledge with respect to itself and its own
4 acts and on information and belief as to all other matters.

5 **INTRODUCTION**

6 1. As a publicly traded beverage company watched its stock plummet by
7 approximately 40% in a four-week period, it attempted to garner global exposure by issuing
8 and circulating a bogus press release, which stated that the company would have a brand
9 activation and presence at the Coachella Valley Music and Arts Festival (described in the
10 press release as “where the top brands of the world engage with and support a thriving
11 music and arts scene”); however, the beverage company has no sponsorship relationship,
12 contract, or affiliation with the Festival, and despite repeated requests to delete the false
13 press release and terminate the unauthorized promotion, the company failed to do so. As a
14 result, Plaintiff has no choice but to bring this lawsuit against the beverage company in
15 United States District Court for trademark infringement, unfair competition, and
16 conversion, among other causes of action.

17 2. Plaintiff’s Coachella Valley Music and Arts Festival (“Coachella” or the
18 “Festival”) is one of the most critically acclaimed music and art festivals in the world, with
19 multiple bands, artists, food vendors, and stages. Held annually,¹ Coachella is a world-
20 famous multi-day music and art festival which attracts hundreds of thousands of attendees
21 to Southern California each April. Since its inception in 1999, Coachella has become a
22 cultural phenomenon, with performances by some of the most high-profile performers in
23 the music industry. A wide range of Coachella-branded apparel and merchandise is sold
24 and advertised at Coachella, on the Festival website, through the Coachella app, and on
25 social media. Plaintiffs also offer a large variety of related goods and services in connection
26

27 ¹ Coachella was not held in person in 2020 and 2021 due to the COVID-19 pandemic;
28 however, a YouTube Original documentary, “Coachella: 20 Years in the Desert” debuted
online on April 10, 2020 and has been viewed at over 6,793,000 times. Coachella returned
in person in 2022.

1 with Coachella, including a globally livestreamed webcast and subsequently posted video
2 recordings, which are viewed by millions of people around the world.

3 3. Despite having no association with Plaintiff or its Coachella festival,
4 Defendant is intentionally trading on the goodwill of Plaintiff and the well-known
5 COACHELLA trademarks and service marks by falsely claiming in a press release “to be
6 [a] highlight of Coachella’s opening weekend” and falsely asserting that Defendant would
7 have a brand activation at the Festival, joining “other global beverage brands that have
8 created activations at Coachella including Heineken, Patron, Don Julio, 818 Tequila,
9 Aperol Spritz, and Evian,” each of which is or has been a legitimate sponsor of the
10 Coachella festival.² Defendant also falsely asserted that it would have “a giveaway for
11 consumers to win a chance to attend this extraordinary event during Coachella’s opening
12 weekend.”

13 4. Essentially, Defendant has stolen a sponsorship from Plaintiff without paying
14 for it and has even gone so far as to brag about its expected boost in sales “to take off as a
15 global brand,” including from this alleged “exposure at Coachella” where “people around
16 the world will be introduced to” Defendant’s product, all while knowing that its statements
17 concerning any association with Plaintiff or its Coachella festival are patently false and
18 misleading.³

19 5. While making these patently false and misleading statements, Defendant also
20 acknowledges that there are “significant risks and uncertainties affecting” its business
21 plans.⁴ Accordingly, Defendant has not only traded on the goodwill of Coachella, but it has
22 also put Coachella’s reputation at risk by causing the public to associate these “risks and
23 uncertainties” with Plaintiff and its Coachella festival.

24 6. Plaintiff made several requests for Defendant to retract the false statements
25

26 ² See Exhibit 7 at 90.

27 ³ *Id.* at 91.

28 ⁴ *Id.*

1 and cancel its promotional event; however, Defendant has failed to delete the false
2 statements or cancel the event, thus leaving Plaintiff no choice but to file this action to
3 protect its COACHELLA trademarks and service marks from infringement and unfair
4 competition and to protect the public from confusion, false association, and false
5 advertising.

6 **THE PARTIES**

7 7. Plaintiff Coachella Music Festival, LLC is a Delaware limited liability
8 company with its principal place of business in Los Angeles, California.

9 8. On information and belief, Defendant Safety Shot, Inc. is a Delaware
10 corporation with its principal place of business in Jupiter, Florida.

11 **JURISDICTION AND VENUE**

12 9. This case is a civil action arising under the Lanham Act, 15 U.S.C. §§ 1114,
13 1125, *et seq.*, and California statutory and common law.

14 10. This Court has subject matter jurisdiction over the federal claims in this
15 complaint pursuant to 15 U.S.C. § 1121 (action arising under the Lanham Act),
16 28 U.S.C. § 1331 (federal question), and 28 U.S.C. §§ 1338(a)-(b) (any act of Congress
17 relating to trademarks or unfair competition with substantial and related claim under
18 trademark laws).

19 11. This Court has supplemental jurisdiction over the claims arising under
20 California law pursuant to 28 U.S.C. §§ 1338(b) and 1367(a) because the asserted state law
21 claims are substantially related to the claims arising under the Lanham Act such that they
22 form part of the same case or controversy.

23 12. This Court has personal jurisdiction over Defendant because (1) Defendant
24 conducts business within California and this judicial district; (2) the causes of action
25 asserted in this complaint arise out of Defendant's contacts with California and this judicial
26 district; (3) Defendant has caused tortious injury to Plaintiff in California and in this
27 judicial district; and (4) Defendant has undertaken acts of trademark and service mark
28 infringement, false designation of origin, unfair competition, false advertising, conversion,

1 and trespass to chattels that were directed at California with knowledge that the brunt of
2 injury would be felt by Plaintiff in California.

3 13. Venue is proper under 28 U.S.C. § 1391 because a substantial part of the
4 events or omissions giving rise to the claims occurred in this judicial district, and a
5 substantial part of property that is the subject of the action is situated in this judicial district.

6 **PLAINTIFF’S COACHELLA FESTIVAL, TRADEMARKS, AND**
7 **SERVICE MARKS**

8 14. Plaintiff owns and, with its partners, produces Coachella, one of the country’s
9 premier music and arts festivals. Printouts of several news stories about Coachella are
10 attached to this Complaint as **Exhibit 1**. The caption from one photograph accompanying
11 a story from CNN reads, “[a]n aerial view taken from a helicopter on Sunday shows how
12 big the [2011] festival is.” *Id.* at 40.

13 15. Held annually at the Empire Polo Club in the beautiful Southern California
14 desert, Coachella is one of the most critically acclaimed music festivals in the world. The
15 entire festival site, which includes the festival grounds, on-sight camping, parking and
16 support operations, encompass over 800 acres.

17 16. Coachella was first held in October 1999 and drew some 25,000 attendees into
18 the California desert near Palm Springs. Over the years,⁵ both Coachella’s attendance and
19 its prominence have grown. Attendance to Coachella, aggregated over the multi-day event,
20 now totals nearly 750,000 attendees per year.

21 17. Coachella showcases some of the most groundbreaking artists from all genres
22 of music along with a substantial selection of art installations from all over the world.
23 Coachella attracts some of the world’s biggest mega-stars to perform. The list of artists
24 who have performed includes AC/DC, Bad Bunny, Beyoncé, Beastie Boys, Bjork,
25 BLACKPINK, Cardi B, Daft Punk, Dr. Dre & Snoop Dogg, Guns N’ Roses, Harry Styles,
26 Jane’s Addiction, Jay-Z, Lady Gaga, Leonard Cohen, Madonna, Paul McCartney, Prince,

27 _____
28 ⁵ Coachella was next held in April 2001 and has been held annually thereafter, except in
2020 and 2021, when the Festival was postponed due to the COVID-19 pandemic.

1 Radiohead, Red Hot Chili Peppers, The Cure, and The Weeknd, to list just a few.

2 Coachella is about more than just music. The Festival has camping facilities for some
3 15,000 attendees (complete with a karaoke lounge and a general store), on-site lodges, hotel
4 packages, and an amazing selection of food and beverages from a wide range of restaurants.
5 The Festival also features extensive art exhibits, including sculpture and interactive and
6 immersive art. The music, the food, the art, and of course, the fellowship of other attendees,
7 taken together, makes Coachella more than just a concert to attend—it truly is an
8 experience.

9 18. Coachella is widely recognized for its fashion and has developed a reputation
10 as an unofficial kick-off to summer styles, attracting sponsorships from recognized and
11 esteemed international brands such as Hennes & Mauritz, Ray-Ban, BMW, Adidas,
12 Swarovski, and more.

13 19. Numerous approved beverage companies such as Absolut, Heineken, Aperol
14 Spritz, White Claw, and Coca-Cola sponsor Coachella.

15 20. Plaintiff is very selective concerning with whom it will enter into a
16 sponsorship arrangement, and Coachella sponsorships are property worth substantial sums
17 due to the exposure they garner.

18 21. Coachella branded merchandise available to Festival attendees includes a
19 wide range of apparel for men, women, and children.

20 22. Plaintiff owns and operates Coachella's website, available at
21 www.coachella.com. This website has received over 20 million page views in 2019,
22 hosting nearly 8.5 million users over nearly 12 million sessions. Between January 1, 2022
23 and May 1, 2022, the www.coachella.com website received over 15 million page views
24 and hosted more than 6 million users in over 10 million sessions. Screen captures of
25 Plaintiff's website, available at www.coachella.com, are attached to this Complaint as
26 **Exhibit 2.**

27 23. Plaintiff also produces a mobile app for Coachella for use on iPhone / iPad
28 and Android devices. Screen captures of Plaintiff's app from iTunes and Google are

1 attached to this Complaint as **Exhibit 3**.

2 24. Plaintiff extensively promotes Coachella through a variety of media,
3 including via the Internet on its website, available at www.coachella.com, and on numerous
4 social media sites including YouTube, Facebook, Instagram, Pinterest, and Twitter. Screen
5 captures of Coachella's Facebook, Twitter, and Instagram accounts are attached to this
6 Complaint as **Exhibit 4**. As can be seen from Exhibit 4, Coachella's YouTube account has
7 over 3.25 million subscribers; its Facebook account has over 2.4 million followers; its
8 Twitter account has over 1 million followers; and its Instagram account has over
9 2.8 million followers.

10 25. Plaintiff and its affiliates have invested substantial sums in media and related
11 content to promote Coachella.

12 26. An Internet search using the Google search engine for the word "Coachella"
13 provides over 194 million hits. *See* Exhibit 4 at 71. A cursory review of the results shows
14 nearly every hit in the first four pages of results was related to Plaintiff's festival; and the
15 first search result was to Plaintiff's www.coachella.com website.

16 27. Tracked online media impressions (advertisements) for the Coachella festival
17 from April 8, 2022 to April 29, 2022 exceeded 111 billion impressions.

18 28. In 2023, over 500 credentialed journalists, from print media, radio, television,
19 and the Internet reported live from Coachella. The journalists represented media outlets
20 such as Time, Billboard, and the BBC.

21 29. Plaintiff owns the exclusive trademark and service mark rights to the
22 distinctive COACHELLA trademark and service mark, having used the mark in connection
23 with the Festival and related goods and services since the first Coachella in 1999.

24 30. Similarly, Plaintiff owns the exclusive trademark and service mark rights to
25 the distinctive COACHELLA (stylized) trademark and service mark, having used the mark
26 in connection with the Festival and related goods and services since the first Festival
27 in 1999. The stylized mark is depicted below:

28 **COACHELLA**

31. Plaintiff also owns the exclusive trademark rights to the distinctive COACHELLA VALLEY MUSIC AND ARTS FESTIVAL trademark and service mark, having used the mark in connection with the Festival and related goods and services since the first Festival in 1999.

32. The COACHELLA, COACHELLA (stylized), and COACHELLA VALLEY MUSIC AND ARTS FESTIVAL marks are collectively referred to in this complaint as the “COACHELLA Marks.”

33. Since 1999, Plaintiff’s use of the COACHELLA Marks has been extensive, continuous, and substantially exclusive.

34. Coachella and the COACHELLA Marks have been the subject of extensive newspaper articles, magazine articles, television, and Internet news stories. *See Exhibit 1.*

35. Plaintiff has made, and continues to make, a substantial investment of time, effort and expense in the production and promotion of Coachella and the COACHELLA Marks.

36. The COACHELLA Marks are unique and distinctive and, as such, designate a single source of origin.

37. As a result of Plaintiff’s efforts and use, the COACHELLA Marks have come to be recognized by the public and members of the trade as being associated exclusively with Plaintiff and the Coachella Valley Music and Arts Festival.

38. Plaintiff expends substantial effort and expense to protect the COACHELLA Marks’ distinctiveness in the marketplace. Plaintiff extensively polices unauthorized use of the COACHELLA Marks and has sent countless cease and desist letters to combat misuse or unauthorized use of the COACHELLA Marks.

39. Plaintiff has filed numerous domain name complaints to remedy the registration or use of identical or confusingly similar Internet domain names.

40. Based on Plaintiff’s use, including the use described herein, Plaintiff owns extensive common law trademark rights in the COACHELLA Marks.

41. In addition to their extensive common law rights, Plaintiff owns numerous

1 United States registrations and applications for the COACHELLA Marks. Specifically,
2 Plaintiff owns:

- 3 a. United States Service Mark Registration No. 3,196,119 for
4 COACHELLA. This Registration is incontestable under
5 15 U.S.C. § 1065;
- 6 b. United States Trademark Registration No. 4,270,482 for
7 COACHELLA. This Registration is incontestable under
8 15 U.S.C. § 1065;
- 9 c. United States Service Mark Registration No. 3,196,129 for
10 COACHELLA (stylized). This Registration is incontestable under
11 15 U.S.C. § 1065;
- 12 d. United States Trademark Registration No. 4,266,400 for
13 COACHELLA (stylized). This Registration is incontestable under
14 15 U.S.C. § 1065;
- 15 e. United States Trademark Registration No. 5,235,905 for
16 COACHELLA. This Registration is incontestable under
17 15 U.S.C. § 1065
- 18 f. United States Trademark Registration No. 5,235,903 for
19 COACHELLA (stylized). This Registration is incontestable under
20 15 U.S.C. § 1065;
- 21 g. United States Service Mark Registration No. 3,196,128 for
22 COACHELLA VALLEY MUSIC AND ARTS FESTIVAL. This
23 Registration is incontestable under 15 U.S.C. § 1065;
- 24 h. United States Trademark Registration No. 3,965,563 for
25 COACHELLA VALLEY MUSIC AND ARTS FESTIVAL. This
26 Registration is incontestable under 15 U.S.C. § 1065; and
27
28

i. United States Trademark Registration No. 4,008,651 for COACHELLA VALLEY MUSIC AND ARTS FESTIVAL. This Registration is incontestable under 15 U.S.C. § 1065.

The registration certificates for each of these registrations are attached to this complaint as **Exhibit 5**.

42. Having been widely promoted to the general public, extensively used in interstate commerce, and having exclusively identified Plaintiff and its goods and services, the COACHELLA Marks symbolize the tremendous goodwill associated with Plaintiff and Plaintiff's Festival.

43. The COACHELLA Marks are a property right of incalculable value.

44. Passes to Coachella are revocable licenses.

45. Except for vehicle passes, each Coachella pass is worn around the wrist by the user. Once installed around the wrist, the wristband is designed not to be removeable, a feature that prevents each pass's transfer from an authorized user to an unauthorized user.

46. Each Coachella pass plainly states on its faced that the pass is subject to the wristband terms of use ("Terms"), which are accessible at <https://www.aegpresents.com/festival-ticket-terms/> and which make clear "Tickets [defined to include tickets, wristbands, passes, permissions, authorizations, and entry methods] evidence a revocable license to enter the Event property. Violation of these Terms of use may result in revocation of the license without prior notice." The Terms, screen captures of which are attached as **Exhibit 6**, expressly prohibit unauthorized commercial use or transfer of Coachella passes, contain a clause that a breach of the Terms will cause irreparable injury to Plaintiff, contain a clause that the passholder consents to injunctive relief to prevent or mitigate that irreparable injury, and contain the following language:

UNAUTHORIZED TRANSFERS PROHIBITED

All publicly sold Tickets are for use by the original authorized purchaser and their invited guest(s) only (each an "Authorized Purchaser"),

and are not transferable by the Authorized Purchaser, any of their invited guests, or any other person. **Likewise, all Tickets provided to performing artists, production personnel, vendors, sponsors, and other guests of the Event producer** (each an "Authorized Recipient"), are for use by the Authorized Recipient and his or her invited guest(s) only, and **are not transferable** by the Authorized Recipient, his or her invited guest(s), or any other person. Authorized Purchasers and Authorized Recipients are referred to individually as a "User." Tickets obtained from unauthorized sources may be counterfeit and are worthless.

Except as provided herein, **Tickets may not be sold, transferred, or used for any form of commercial or trade purposes, including but not limited to promotions, contests, commercial or advertising purposes, housing, hotels, vacation rentals, sweepstakes, charitable giveaways, or other activities absent the Event producer's prior written consent. No sponsorship, on site marketing, sampling, vending, coupon/product distribution, or other promotional activity may be conducted at the Event** (inclusive of parking lots), absent the Event producer's prior written approval in each instance. **Any Tickets used in violation of this provision shall be deemed revoked and void, and their bearers deemed trespassers at the Event.**

Resale or attempted resale of Tickets is grounds for termination of the license and cancellation of the Ticket.

* * *

IRREPARABLE INJURY AND CONSENT TO INJUNCTIVE RELIEF

Any breach of these Terms by the User will cause irreparable injury to Event producer and User consents to injunctive relief to prevent or mitigate any irreparable injury.

Exhibit 6 (emphasis added).

DEFENDANT’S UNLAWFUL CONDUCT

47. Defendant purports to be a wellness and functional beverage company and the maker of a beverage it calls Safety Shot, which purportedly “reduc[es] blood alcohol content and boost[s] clarity.”⁶

48. On or about January 3, 2024, Defendant caused to be released a series of press releases or related media concerning Safety Shot. A copy of one such press release is attached as **Exhibit 7**.

49. As can be seen from Exhibit 7, Defendant—while leading with its stock ticker symbol—falsely claimed “to be [a] highlight of Coachella’s opening weekend”, falsely claimed to have a brand activation at the Festival, and falsely asserted that Defendant “joins other global beverage brands that have created activations at Coachella including Heineken, Patron, Don Julio, 818 Tequila, Aperol Spritz, and Evian,” each of which is or has been a legitimate sponsor of the Coachella festival. *Id.* at 90.

50. Defendant refers in this press release to their unauthorized event as the “Safety Shot House Coachella experience.” *Id.*

51. Further, while acknowledging that Coachella is “[o]ne of the highest profile events in the music and arts world,” Defendant further states that, on January 3, 2024, it “announced its inaugural brand activation with ‘Safety Shot House’ at the Coachella Valley Music and Arts Festival on April 12 –14, 2024.” *Id.* Defendant made this statement even though it is not a sponsor of the Festival and will not be having a “Safety Shot House” on the Coachella festival grounds.

52. Defendant fully admits that it is targeting Plaintiff’s Festival attendees, referring to them in the press release as “an ideal demographic for Safety Shot.” *Id.*

53. Defendant acknowledges that this false association was created to provide a “very high-profile launch for [its] brand.” *Id.* In that same release, Defendant bragged about its expected boost in sales “to take off as a global brand,” including from this alleged

⁶ See Exhibit 7 at 91.

1 “exposure at Coachella” such that “people around the world will be introduced to”
2 Defendant’s product, and it did all of this while knowing that its statements concerning any
3 association with Plaintiff or Coachella were patently false. *Id.* at 91.

4 54. In truth, Defendant has effectively taken a sponsorship from Plaintiff without
5 paying for it.

6 55. This unlawfully acquired sponsorship had the desired effect: on
7 January 9, 2024, an investment publication posted an article stating that people should
8 invest in Defendant, attached as **Exhibit 8**, stating that Defendant’s product’s “initial
9 introduction events include . . . the Coachella Valley Music and Arts Festival in April.”
10 Exhibit 8 at 97.

11 56. In addition, the false “news” of the purported launch at Coachella spread like
12 wildfire through press and media outlets. A Google search for “safety shot” and “drink”
13 and “Coachella” currently results in 3,080 hits, as shown in search results attached as
14 **Exhibit 9**. Thus, the consumer confusion and false association resulting from Defendant’s
15 knowingly false statements is likely to be widespread and pervasive.

16 57. While making patently false statements designed to create a false association
17 with Plaintiff and with the world-famous Festival, Defendant also acknowledges that there
18 are “significant risks and uncertainties affecting” its business plans. *See* Exhibit 7 at 91.

19 58. Defendant claims its product reduces blood alcohol content, boosts clarity,
20 accelerates the detoxification process, and provides other benefits; however, Plaintiff is
21 unaware of whether Defendant has obtained FTC or FDA approval to make its various
22 statements or whether there has been any rigorous testing of Defendant’s claims concerning
23 the product, including whether it actually performs as claimed and whether it is safe to
24 consume.

25 59. Because Defendant has created a false association between its product and
26 Plaintiff’s Festival, Plaintiff’s reputation and that of the Festival will be damaged to the
27 extent anyone experiences harm from consuming or related to the consumption of
28 Defendant’s product or is disappointed with the quality or effectiveness of the product.

60. Moreover, Defendant's blatant false association with Plaintiff's Festival appears to be intended to increase interest from investors and manipulate the value of its stock, and Plaintiff's reputation and that of the Festival will therefore be further damaged to the extent that Defendant's business practices result in negative publicity or investor losses.

61. In addition, as part of the unauthorized sponsorship, Defendant made plain in one of its press releases that it "will have a giveaway for consumers to win a chance to attend this extraordinary event during Coachella's opening weekend." Exhibit 7 at 91. Accordingly, on information and belief, Defendant is planning to host an unauthorized promotional event, and may attempt to transfer Coachella wristbands without Plaintiff's consent and in express violation of the wristbands' Terms.

62. By using a false and unauthorized endorsement to offer promotional Coachella passes, Defendant has caused members of the public to be confused or deceived into believing that Plaintiff authorized Defendant to engage in such conduct when in fact Plaintiff has not. The false and misleading representations that Defendant has made, and continues to make, in connection with this unauthorized commercial exploitation misrepresents the qualities of the goods Defendant is offering—purportedly valid Coachella festival passes that are in fact invalid upon transfer, or valid for an entirely different event and location.

63. Plaintiff has contacted Defendant and demanded that Defendant cancel its "Safety Shot House Coachella experience" and retract all press releases and media concerning the unauthorized event and return any passes used for promotional purposes for a refund.

64. While Defendant has acknowledged that it would not seek to host its event on Coachella's festival grounds—an act that would constitute trespassing—and acknowledged that it will not use Plaintiff's intellectual property in the future, Defendant asserts that it cannot take down the prior press releases and may proceed with an event in the vicinity of the Coachella festival, despite Plaintiff's demands and the fact that the

1 event's branding is now inextricably tied to the Festival's branding.

2 **HARM TO PLAINTIFF AND THE GENERAL PUBLIC**

3 65. Defendant's unauthorized use of the COACHELLA Marks and unauthorized
4 association with Plaintiff and the Coachella festival creates a likelihood of confusion as to
5 source, sponsorship, affiliation, and/or endorsement of Defendant and its goods and
6 services and is likely to suggest a sponsorship, license, or association of Defendant with
7 Plaintiff, despite the fact that no such relationship exists.

8 66. Defendant's activities have irreparably harmed and, if not enjoined, will
9 continue to irreparably harm Plaintiff and the COACHELLA Marks, particularly the
10 goodwill and reputation associated therewith.

11 67. Defendant's activities have irreparably harmed, and if not enjoined, will
12 continue to irreparably harm the general public, who has an inherent interest in being free
13 from confusion, mistake, and deception.

14 **FIRST CAUSE OF ACTION**

15 **(Trademark Infringement Under 15 U.S.C. § 1114)**

16 68. Plaintiff realleges and incorporates by reference each of the allegations
17 contained in all preceding paragraphs of this Complaint as though fully set forth here.

18 69. Defendant's use of the federally registered COACHELLA Marks is likely to
19 cause confusion, or to cause mistake, or to deceive the relevant public that Defendant's
20 goods or services are authorized by, sponsored by, approved by, or affiliated with Plaintiff.

21 70. The above-described acts of Defendant constitute trademark infringement in
22 violation of 15 U.S.C. § 1114(1), entitling Plaintiff to relief.

23 71. Defendant has unfairly profited from the trademark infringement alleged, and
24 Plaintiff is entitled to a disgorgement of Defendant's profits (if any) pursuant to
25 15 U.S.C. § 1117.

26 72. By reason of Defendant's acts of trademark infringement, Plaintiff has
27 suffered damage to the goodwill associated with the COACHELLA Marks, in amounts to
28 be determined.

73. Defendant's acts of trademark infringement have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiff and its federally registered trademarks.

74. Defendant's acts of trademark infringement have irreparably harmed, and if not enjoined, will continue to irreparably harm the general public which has an interest in being free from confusion, mistake, and deception.

75. By reason of Defendant's acts and continued recalcitrant behavior, Plaintiff's remedy at law is not adequate to compensate it for the injuries inflicted by Defendant. Accordingly, Plaintiff is entitled to entry of a temporary restraining order against Defendants and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

76. By reason of Defendant's willful and repeated acts of trademark infringement and its recalcitrant behavior, Plaintiff is entitled to damages, and it is entitled to have those damages trebled under 15 U.S.C. § 1117.

77. This is an exceptional case making Plaintiff eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

SECOND CAUSE OF ACTION

(Trademark Infringement and False Designation of Origin Under 15 U.S.C. § 1125(a))

78. Plaintiff realleges and incorporates by reference each of the allegations contained in all preceding paragraphs of this Complaint as though fully set forth here.

79. Defendant's use of the COACHELLA Marks is likely to cause confusion, or to cause mistake, or to deceive the relevant public that Defendant's goods or services are authorized by, sponsored by, approved by, or affiliated with Plaintiff.

80. The above-described acts of Defendant constitute trademark infringement and false designation of origin in violation of 15 U.S.C. § 1125(a), entitling Plaintiff to relief.

81. Defendant has unfairly profited from the trademark infringement alleged, and Plaintiff is entitled to a disgorgement of Defendant's profits (if any) pursuant to 15 U.S.C. § 1117.

82. By reason of Defendant's acts of trademark infringement and false designation of origin, Plaintiff has suffered damage to the goodwill associated with the COACHELLA Marks, in amounts to be determined.

83. Defendant's acts of trademark infringement and false designation of origin have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiff and its COACHELLA Marks.

84. Defendant's acts of trademark infringement and false designation of origin have irreparably harmed, and if not enjoined, will continue to irreparably harm the general public which has an interest in being free from confusion, mistake, and deception.

85. By reason of Defendant's acts and continued recalcitrant behavior, Plaintiff's remedy at law is not adequate to compensate it for the injuries inflicted by Defendant. Accordingly, Plaintiff is entitled to entry of a temporary restraining order against Defendant and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

86. The above-described acts of Defendant were willful and repeated.

87. By reason of Defendant's willful and repeated acts of trademark infringement and its recalcitrant behavior, Plaintiff is entitled to damages, and it is entitled to have those damages trebled under 15 U.S.C. § 1117.

88. This is an exceptional case making Plaintiff eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

THIRD CAUSE OF ACTION

(False Advertising Under 15 U.S.C. § 1125(a))

89. Plaintiff realleges and incorporates by reference each of the allegations contained in all preceding paragraphs of this Complaint as though fully set forth here.

90. Defendant has made false and/or misleading advertisements.

91. The advertisements deceived and/or had the capability to deceive consumers.

92. The deception has had a material effect on purchasing decisions, whether that be for Defendant's product or Defendant's stock or otherwise.

93. The misrepresented products and services affected interstate commerce.

1 94. Plaintiff has been injured by the false advertising in an amount according to
2 proof, including Plaintiff's actual damages, the costs of corrective advertising, Defendant's
3 profits, and the costs of this action.

4 95. This is an exceptional case where Defendant's conduct was willful and
5 deliberate.

6 96. Plaintiff is entitled to injunctive relief under 15 U.S.C. § 1116.

7 97. Plaintiff is entitled to have its recovery trebled under 15 U.S.C. § 1117.

8 98. Plaintiff is entitled to an award of its attorneys' fees under 15 U.S.C. § 1117.

9 **FOURTH CAUSE OF ACTION**

10 **(Unfair or Deceptive Acts or Practices in Violation of Cal. Bus. & Prof. Code**

11 **§§ 17200 & 17500 and California Common Law)**

12 99. Plaintiff realleges and incorporates by reference each of the allegations
13 contained in all preceding paragraphs of this Complaint as though fully set forth here.

14 100. Plaintiff is informed and believe that Defendant is in direct competition with
15 Plaintiff.

16 101. Defendant's willful, knowing, and unauthorized promotion, advertisement,
17 sale and offering for sale of infringing goods/services causing confusion as to the source
18 of the services (including the "Safety Shot House" and all statements associating that event
19 with Plaintiff and Coachella) and causing harm to Plaintiff's goodwill is an unlawful
20 appropriation of Plaintiff's exclusive rights in the COACHELLA Marks.

21 102. Members of the public are likely to be confused and deceived into believing
22 that they will obtain valid passes to Coachella festival passes from Defendant.

23 103. Defendant's conduct in offering to transfer and/or transferring Coachella
24 festival passes without Plaintiff's consent constitutes an inducement of the recipients to
25 commit a trespass, and a breach of the wristband terms of use.

26 104. At all relevant times, Defendant has been aware that Coachella is a private
27 event, that Plaintiff does not permit the resale or transfer of passes to these private events,
28 and that pass holders who obtained their passes from Defendant will possess void passes

1 and are subject to eviction from the relevant festival as trespassers. Nevertheless,
2 Defendant has offered to transfer and/or has transferred such passes.

3 105. Members of the public are likely to be confused and deceived into believing
4 the passes they win or otherwise obtain from Defendant are genuine and that, if they win
5 or otherwise obtain Coachella passes from Defendant, they will be welcome at the Festival.

6 106. Defendant's conduct as described herein constitutes unfair competition,
7 including unfair or fraudulent business acts or practices and misleading advertising, in
8 violation of California Business and Professions Code §§ 17200 and 17500, and under the
9 common law of the State of California.

10 107. Pursuant to California Business and Professions Code § 17203, Defendant is
11 required to disgorge and restore to Plaintiff all profits and property acquired by means of
12 Defendant's unfair competition with Plaintiff.

13 108. Due to Defendant's conduct, Plaintiff has suffered and will continue to suffer
14 irreparable harm. It would be difficult to ascertain the amount of money damages that
15 would afford Plaintiff adequate relief at law for Defendant's acts and continuing acts.
16 Plaintiff's remedy at law is not adequate to compensate it for the injuries already inflicted
17 and further threatened by Defendant. Accordingly, Plaintiff is entitled to preliminary and
18 permanent injunctive relief pursuant to California Business and Professions Code § 17203.

19 109. Defendant's conduct has been intentional and willful and in conscious
20 disregard of Plaintiff's rights and, therefore, Plaintiff is entitled to exemplary or punitive
21 damages under the statutory and common law of the State of California in an amount
22 appropriate to punish Defendant and to make it an example of the community.

23 **FIFTH CAUSE OF ACTION**

24 **(Inducement of Trespass)**

25 110. Plaintiff realleges and incorporates by reference each of the allegations
26 contained in all preceding paragraphs of this Complaint as though fully set forth here.

27 111. Plaintiff and its affiliates have obtained the rights to the Empire Polo Club for
28 the 2024 Coachella festival and have and will have the right to the exclusive possession of

1 such venue during the days and times of the Coachella festival.

2 112. Permission to enter the Coachella festival, including its related areas, is
3 restricted to Plaintiff's invitees and other specified individuals.

4 113. Members of the public who receive Coachella festival passes in violation of
5 the restriction on transfer will be trespassers, as will Defendant for causing the trespass.

6 114. By enabling members of the public to attend Coachella through improperly
7 acquired credentials, Defendant has intentionally and wrongfully intruded, and will
8 continue to intrude, into a private event or inducement thereof.

9 115. Defendant's conduct as described constitutes an inducement of trespass by
10 those members of the public who acquire Coachella festival passes from Defendant.

11 116. Plaintiff has suffered, and will continue to suffer, damage resulting from
12 Defendant's unjustified and wrongful conduct. Such damage includes the trespass into the
13 Coachella festival by people who are not authorized pass holders and harm to Plaintiff's
14 goodwill and reputation caused by the negative publicity associated with the need to
15 exclude and eject unauthorized pass holders from entering the private event. Such damage
16 is incalculable and irreparable. Plaintiff is, therefore, entitled to preliminary and permanent
17 injunctive relief.

18 **SIXTH CAUSE OF ACTION**

19 **(Conversion)**

20 117. Plaintiff realleges and incorporates by reference each of the allegations
21 contained in all preceding paragraphs of this Complaint as though fully set forth here.

22 118. Plaintiff owns all sponsorship rights in Coachella.

23 119. Defendant substantially interfered with Plaintiff's property by knowingly or
24 intentionally taking possession of a Coachella sponsorship without Plaintiff's consent.

25 120. By its acts, Defendant has obtained a Coachella sponsorship that Plaintiff
26 cannot clawback and may have damaged or destroyed Plaintiff's sponsorship deals with
27 legitimate Coachella beverage sponsors.

28 121. Plaintiff has been harmed in an amount according to proof constituting the

1 fair market value of the affected sponsorships.

2 122. Defendant's conduct as described herein was substantial factor in causing
3 Plaintiff's harm.

4 123. Plaintiff is entitled to the fair market value of the property that is the subject
5 of Defendant's conversion.

6 **SEVENTH CAUSE OF ACTION**

7 **(Trespass to Chattels)**

8 124. Plaintiff realleges and incorporates by reference each of the allegations
9 contained in all preceding paragraphs of this complaint as though fully set forth here.

10 125. Plaintiff owns all sponsorship rights in Coachella.

11 126. Defendant substantially interfered with Plaintiff's use or possession of
12 Plaintiff's property by knowingly or intentionally taking possession of a Coachella
13 sponsorship without Plaintiff's consent.

14 127. By its acts, Defendant may have damaged or destroyed Plaintiff's sponsorship
15 deals with legitimate (and potential) Coachella beverage sponsors, and Defendant's
16 unauthorized actions have trespassed upon and adversely impacted Plaintiff's exclusive
17 right to engage in discussions and curate its own choice of sponsorship partners.

18 128. Plaintiff has been harmed in an amount according to proof constituting the
19 fair market value of the affected sponsorships.

20 129. Defendant's conduct as described herein was substantial factor in causing
21 Plaintiff's harm.

22 130. Plaintiff is entitled to the fair market value of the property that is the subject
23 of Defendant's trespass.

24 **REQUEST FOR RELIEF**

25 WHEREFORE, Plaintiff requests judgment against Defendant as follows:

- 26 1. That the Court enter a judgment against Defendant that Defendant has:
 - 27 a. Infringed the rights of Plaintiff in the COACHELLA Marks, which have
 - 28 been federally registered, in violation of 15 U.S.C. § 1114(1);

- b. Infringed the rights of Plaintiff in the COACHELLA Marks in violation of 15 U.S.C. § 1125(a);
- c. Created as false association with Plaintiff and the COACHELLA Marks;
- d. Engaged in false or misleading descriptions and representations of fact constituting false advertising in violation of 15. U.S.C. § 1125(a);
- e. Engaged in conversion and trespass to chattels with respect to obtaining a Coachella beverage sponsorship and damaging or destroying the value of Plaintiff's sponsorships with others;
- f. Induced trespass in violation of California common law;
- g. Engaged in unfair competition in violation of California Business and Professions Code §§ 17200, *et seq.* and California common law; and
- h. Engaged in untrue or misleading advertising in violation of California Business and Professions Code §§ 17500, *et seq.* and California common law.

2. That each of the above acts was willful.

3. That the Court issue a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining Defendant and its agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendant, from:

- a. Engaging in any activity that infringes Plaintiff's trademark rights, including advertising, promoting, marketing, selling and offering for sale any goods or services in connection the COACHELLA Marks or any confusingly similar mark, including conducting a promotional event such as the one currently titled "Safety Shot House" within 100 miles of Coachella or within five days before or after Coachella begins or ends;
- b. Offering or attempting to offer to buy, sell, trade, or transfer or soliciting the purchase, sale, trade, or transfer of any pass or any other thing entitling access to any part of the Coachella festival;

- 1 c. Participating in, aiding, or inducing, or attempting to participate in, aid, or
2 induce, any effort by any person to trespass or gain unauthorized entry into
3 any part of the Coachella festival;
- 4 d. Advertising or publishing any offer to give away, award, or in any way
5 transfer passes or any other thing entitling access to any part of the
6 Coachella festival;
- 7 e. Making any false or misleading statements regarding Coachella, including
8 those that would create any association with Defendant or imply any kind
9 of endorsement or sponsorship (or lack thereof);
- 10 f. Receiving any compensation, whether in money, in kind, or otherwise, for
11 any of the acts proscribed in subparagraphs (a)-(e) above;
- 12 g. Engaging in any unfair competition with Plaintiff; and
- 13 h. Engaging in any deceptive acts, including untrue, false, or misleading
14 advertising.

15 4. Requiring Defendant, its agents, servants, employees, successors and assigns,
16 and all other persons acting in concert with or in conspiracy with or affiliated with
17 Defendant, to: (a) inform any recipients of Festival passes from Defendant or its agents,
18 that the use, transfer, or sale of such passes is unlawful, automatically renders the passes
19 void, and subjects the pass holders to ejection from the Coachella Festival as trespassers;
20 and (b) provide to Plaintiff sufficient information to cancel and refund all Coachella passes
21 given away or intended to be given away or otherwise transferred by Defendant.

22 5. That Plaintiff be awarded damages for Defendant's trademark infringement,
23 false designation of origin, false advertising, and unfair competition and that these damages
24 be trebled due to Defendant's willfulness, in accordance with the provisions of
25 15 U.S.C. § 1117.

26 6. That Plaintiff be awarded all profits resulting from Defendant's infringement
27 of Plaintiff's rights and by means of Defendant's false advertising and unfair competition
28 with Plaintiff.

7. That Plaintiff be awarded the costs of any corrective advertising it undertakes to dispel any confusion or false association created by Defendant's unlawful acts.

8. That Plaintiff be awarded the value of a Coachella beverage sponsorship.

9. That Plaintiff be compensated for any diminished value of any existing Coachella sponsorship whose value was diminished or damaged by Defendant's acts;

10. That Defendant be ordered to account for and disgorge to Plaintiff all amounts by which Defendant has been unjustly enriched by reason of Defendant's unlawful actions.

11. That Plaintiff be awarded exemplary and/or punitive damages by reason of Defendant's unlawful actions.

12. For pre- and post-judgment interest on all damages.

13. That the Court award Plaintiff its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117, California law, and any other applicable provision of law.

14. That the Court award Plaintiff its costs of suit incurred herein.

15. For such other or further relief as the Court may deem just and proper.

DATED: January 19, 2024

Tucker Ellis LLP

By: /s/Steven E. Lauridsen

Steven E. Lauridsen
David J. Steele
Howard A. Kroll
Dina Roumiantseva

*Attorneys for Plaintiff,
Coachella Music Festival, LLC*

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for all issues so triable.

DATED: January 19, 2024

Tucker Ellis LLP

By: /s/Steven E. Lauridsen

Steven E. Lauridsen

David J. Steele

Howard A. Kroll

Dina Roumiantseva

*Attorneys for Plaintiff,
Coachella Music Festival, LLC*